

# **Exhibit A**



CORPORATION SERVICE COMPANY®

## Notice of Service of Process

WAS / ALL  
Transmittal Number: 11917340  
Date Processed: 12/05/2013

**Primary Contact:** Bruce Buttaro  
Liberty Mutual Insurance Company  
175 Berkeley Street  
Boston, MA 02117

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<b>Entity:</b>	Liberty Mutual Group Inc. Entity ID Number 2541558
<b>Entity Served:</b>	Liberty Mutual Group, Inc.
<b>Title of Action:</b>	Alice Bible vs. Parker Hannifin Corp.
<b>Document(s) Type:</b>	Summons/Complaint
<b>Nature of Action:</b>	Contract
<b>Court/Agency:</b>	Greene County Chancery Court, Tennessee
<b>Case/Reference No:</b>	20130173
<b>Jurisdiction Served:</b>	Tennessee
<b>Date Served on CSC:</b>	12/05/2013
<b>Answer or Appearance Due:</b>	30 Days
<b>Originally Served On:</b>	CSC
<b>How Served:</b>	Certified Mail
<b>Sender Information:</b>	Jonathan Sevier Cave 423-638-5892

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Information contained on this transmittal form is for record keeping, notification and forwarding the attached document(s). It does not constitute a legal opinion. The recipient is responsible for interpreting the documents and taking appropriate action.

**To avoid potential delay, please do not send your response to CSC**  
*CSC is SAS70 Type II certified for its Litigation Management System.*  
2711 Centerville Road Wilmington, DE 19808 (888) 690-2882 | [sop@cscinfo.com](mailto:sop@cscinfo.com)

Alice Bible

VS.

Case Number: 20130173

Parker Hamilton Corp.  
Ltd. Benefit FundALIAS  
SUMMONSTO THE ABOVE NAMED DEFENDANT(S): Liberty Mutual Group, Inc.You are hereby summoned and required to serve upon Jonathan Case Plaintiff/Plaintiff's Attorney, whose  
address is 104 N. College St. Greeneville TN 37743  
(Street Address) (City) (State) (Zip Code)

and ANSWER to the pleading herewith served upon you within thirty (30) days after service of this SUMMONS and pleading upon you, exclusive of the day of service. If you fail to do so, judgment by default can be taken against you for the relief prayed in the pleading.

Issued and tested this 2 day of December, 2013

FILED

AT 3:50 O'CLOCK PMDec. 2 2013Kay Armstrong, Jr.  
Clerk & Master

CLERK &amp; MASTER

DEPUTY CLERK &amp; MASTER

To the defendant(s):

Tennessee law provides a four thousand dollar (\$4,000) personal property exemption from execution or seizure to satisfy a judgment. If a judgment should be entered against you in this action and you wish to claim property as exempt, you must file a written list, under oath, of the items you wish to claim as exempt with the clerk of the court. The list may be filed at any time and may be changed by you thereafter as necessary; however, unless it is filed before the judgment becomes final, it will not be effective as to any execution or garnishment issued prior to the filing of the list. Certain items are automatically exempt by law and do not need to be listed; these include items of necessary wearing apparel for yourself and your family and trunks or other receptacles necessary to contain such apparel, family portraits, the family Bible, and school books. Should any of these items be seized, you would have the right to recover them. If you do not understand your exemption right or how to exercise it, you may wish to seek the counsel of a lawyer.

## SERVICE INFORMATION

To the process server: Defendant Liberty Mutual Group, Inc. can be served at Corporation Service Company,  
2908 Post Ave., Asheville, TN 37203-7772 \*Directions to the defendant's home: \_\_\_\_\_

Defendant's place of employment: \_\_\_\_\_ \*If defendant is to be served at his/her home, specify directions to this location: \_\_\_\_\_

FILED

AT \_\_\_\_\_ O'CLOCK \_\_\_\_\_ M

201

Clerk &amp; Master--

RETURN

I received this summons on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

I hereby certify and return that on the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

I: \_\_\_\_\_

( ) served this summons and a pleading on defendant \_\_\_\_\_

in the following manner: \_\_\_\_\_

( ) failed to serve this summons within 30 days after its issuance because: \_\_\_\_\_



Process Server

Service is hereby accepted by defendant \_\_\_\_\_ this the \_\_\_\_\_ day of \_\_\_\_\_, 201\_\_\_\_\_.

Witnessed by \_\_\_\_\_ Clerk &amp; Master-D.C.M.

FOR ASSISTANCE ONLY  
423-798-1760



IN THE CHANCERY COURT OF GREENE COUNTY, TENNESSEE

ALICE BIBLE,

Plaintiff,

v.

PARKER HANNIFIN CORP.  
LTD BENEFIT FUND,

Defendant.

No. 20130173

**COPY**

COMPLAINT

Comes the Plaintiff Alice Bible, by and through counsel, and for her Complaint against Defendant Parker Hannifin Corp. LTD Benefit Fund and states and avers as follows:

1. The Plaintiff Alice Bible (hereinafter "Bible") is a citizen and resident of Greene County, Tennessee.

2. The Defendant Parker Hannifin Corp. LTD Benefit Fund (hereinafter "Parker") is a Massachusetts based insurance company and may be sued and served with process at its registered agent's location at Corporation Service Company, 2908 Poston Ave., Nashville, TN 37203-1312, pursuant to 29 U.S.C. §1132(d)(1).

3. The Plaintiff Bible brings this action to recover benefits due for Disability Pension payments under the terms of the Parker Hannifin Corporation's Plan, (hereinafter "the Plan"), administered and paid pursuant to the provisions of the Employee Retirement Security Act, 29 U.S.C. § 1001 *et seq.* (hereinafter "ERISA"), and particularly 29 U.S.C. § 1132 (a)(1)(B).

FILED

A TRUE COPY

SEP 09 2013

Original Filing Date

Kay Armstrong, J.D. C & M

Clerk & Master

SEP 09 2013

Date of Certification

4. Jurisdiction over Plaintiff's claim is conferred on this Honorable Court pursuant to 29 U.S.C. § 1132 (e) (1).

5. Venue over Plaintiff's claim is conferred on this Honorable Court pursuant to 29 U.S.C. § 1132 (e)(1).

6. The Plaintiff Bible is, and at all times relevant to this action, was a "participant" in the Plan as defined by 29 U.S.C. § 1002(7).

7. The Plan is an "employee welfare benefit plan" as defined by 29 U.S.C. § 1002 (1).

8. The Defendant Parker is a "party in interest" as defined by 29 U.S.C. § 1002 (14) (A) and a "named fiduciary" as defined by 29 U.S.C. § 1102 (a) (2) (A) which has the authority to control and manage the operation and administration of the Plan pursuant to 29 U.S.C. § 1102 (a) (1).

9. Plaintiff Bible was employed by Parker Hannifin Corporation and submitted a claim at or around December 11, 2009 due to abdominal pain and weight loss.

10. Bible's injury progressed and caused her to become totally disabled within the meaning of the Plan.

11. Bible began to receive Long Term Disability Benefits under the Plan on June 11, 2010.

12. As of June 11, 2012, Bible had received Long Term Disability Benefits for two years; however, any benefits beyond June 11, 2012, were denied by Parker.

13. Bible received a letter dated April 15, 2013, stating that Parker would not provide Long Term Disability Benefits under the Plan and that Parker would not consider any further administrative appeals from Bible.

16. On September 13, 2010, the Social Security Administration awarded benefits to Bible finding that she is unable to engage in any gainful employment.

17. Bible's claim was denied based in large part upon a limited review of Bible's symptoms by Parker who then determined that the Plaintiff could engage in full time sedentary or light work.

18. Defendant has failed to discharge its contractual obligations with respect to the Plan solely in the interest of plan participants as required by 29 U.S.C. § 1104 (a)(1).

19. Defendant breached its contractual and fiduciary duties by failing to consider the Social Security file applicable to this matter and failing to allow Bible to appeal the decision to deny her pension benefits.

20. Defendant's decision to deny Bible's disability pension benefits under the Plan was arbitrary and capricious. Further, in ignoring relevant opinions, Defendant denied Bible a full and fair review during the appeal process. In addition, Defendant had a financial incentive to deny benefits in this matter.

THEREFORE, premises considered, Alice Bible respectfully requests this Honorable Court to find the following:

A. That Defendant has breached its fiduciary duties, responsibilities, and obligations imposed upon them under ERISA.

B. That Alice Bible is disabled within the meaning of the Plan and is entitled to disability pension benefits from the Plan.

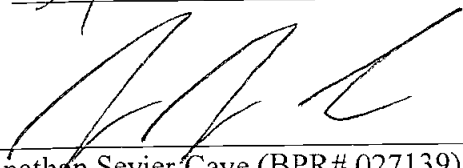
C. That Alice Bible shall be paid all benefits due under the Plan.

D. That Defendant shall pay prejudgment interest at the rate set by law on the disability benefits wrongfully withheld from Alice Bible or, if the amount is greater, order Defendant to pay her the amounts it has earned on the money wrongfully withheld from her as other equitable relief.

E. Order Defendant to pay Alice Bible the costs of his suit and reasonable attorney fees.


F. Grant such other and further relief to which Alice Bible is entitled.

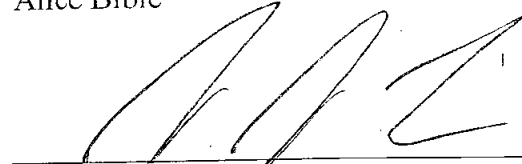
Respectfully submitted this 6<sup>th</sup> day of Sept., 2013.

  
Jonathan Sevier Cave (BPR# 027139)  
Attorney for the Plaintiff  
The Cave Law Firm, PLLC  
104 N. College Street  
Greeneville, TN 37743  
(423) 638-5892

**COST BOND**

I acknowledge myself surety for all costs, taxes, and damages in this case in accordance with Tenn. Code Ann. § 20-12-120.

  
\_\_\_\_\_  
Alice Bible

  
\_\_\_\_\_  
Jonathan Sevier Cave



**CERTIFIED MAIL™**



104 North College Street  
Greeneville, TN 37743



7011 1150 0001 9718 5524



UNITED STATES



U.S. POSTAGE  
PAID  
GREENEVILLE, TN  
37743  
DEC 03, 13  
AMOUNT

\$0.31

1000

37203

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Liberty Mutual Group, Inc.  
Coporation Service Company  
2908 Poston Avenue  
Nashville, TN 37203-7312

